

ADR
E-FILING

Fred W. Schwinn (SBN 225575)
CONSUMER LAW CENTER, INC.
12 South First Street, Suite 1014
San Jose, California 95113-2403
Telephone Number: (408) 294-6100
Facsimile Number: (408) 294-6190
Email Address: fred.schwinn@sjconsumerlaw.com

Filed

AUG 29 2007

TSW

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE

99

SI

Fee Paid

Attorney for Plaintiff
JENNIFER LEIGH REED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

C07 04476 PVT

JENNIFER LEIGH REED,

Case No. _____

Plaintiff,

COMPLAINT

v.

DEMAND FOR JURY TRIAL

ALLIANCEONE RECEIVABLE
MANAGEMENT, INC., a Delaware
corporation,

15 Unites States Code § 1692 *et seq.*
California Civil Code § 1788 *et seq.*

Defendant.

Plaintiff, JENNIFER LEIGH REED, based on information and belief and investigation of counsel, except for those allegations which pertain to the named Plaintiff or her attorneys (which are alleged on personal knowledge), hereby makes the following allegations:

I. INTRODUCTION

1. This is an action for statutory damages, attorney fees and costs brought by an individual consumer for Defendant's violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (hereinafter "FDCPA") and the Rosenthal Fair Debt Collection Practices Act, California Civil Code § 1788 *et seq.* (hereinafter "RFDCPA") which prohibits debt collectors from engaging in abusive, deceptive and unfair practices.

II. JURISDICTION

2. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d), 28 U.S.C. § 1337, and supplemental jurisdiction exists for the state law claims pursuant to 28 U.S.C. § 1367.

1 Declaratory relief is available pursuant to 28 U.S.C. §§ 2201 and 2202.

2 3. This action arises out of Defendant's violations of the Fair Debt Collection
3 Practices Act, 15 U.S.C. § 1692 *et seq.* ("FDCPA").

4 **III. VENUE**

5 4. Venue in this judicial district is proper pursuant to 28 U.S.C. § 1391(b), in
6 that a substantial part of the events or omissions giving rise to the claim occurred in this judicial
7 district. Venue is also proper in this judicial district pursuant to 15 U.S.C. § 1692k(d), in that the
8 Defendant transacts business in this judicial district and the violations of the FDCPA complained
9 of occurred in this judicial district.

10 **IV. INTRADISTRICT ASSIGNMENT**

11 5. This lawsuit should be assigned to the San Jose Division of this Court because
12 a substantial part of the events or omissions which gave rise to this lawsuit occurred in Santa Clara
13 County.

14 **V. PARTIES**

15 6. Plaintiff, JENNIFER LEIGH REED (hereinafter "Plaintiff"), is a natural
16 person residing in Santa Clara County, California. Plaintiff is a "consumer" within the meaning of
17 15 U.S.C. § 1692a(3) and a "debtor" within the meaning of Cal. Civil Code § 1788.2(h).

18 7. Defendant, ALLIANCEONE RECEIVABLE MANAGEMENT, INC.
19 (hereinafter "ALLIANCEONE"), is a Delaware corporation engaged in the business of collecting
20 debts in this state with its principal place of business located at: 717 Constitution Drive, Suite 202,
21 Exton, Pennsylvania 19341. ALLIANCEONE may be served as follows: AllianceOne Receivables
22 Management, Inc., c/o CT Corporation System, Registered Agent, 818 West Seventh Street, Los
23 Angeles, California 90017. The principal business of ALLIANCEONE is the collection of debts
24 using the mails and telephone, and ALLIANCEONE regularly attempts to collect debts alleged to
25 be due another. ALLIANCEONE is a "debt collector" within the meaning of 15 U.S.C. § 1692a(6)
26 and Cal. Civil Code § 1788.2(c).

27 **VI. FACTUAL ALLEGATIONS**

28 8. On a date or dates unknown to Plaintiff, Plaintiff is alleged to have incurred

1 a financial obligation that was primarily for personal, family or household purposes, namely a
2 consumer credit card issued by Citibank and bearing an account number XXXX-XXXX-XXXX-
3 2874 (hereinafter "the alleged debt"). The financial obligation alleged to be owed to Citibank by
4 Plaintiff is a "debt" as that term is defined by 15 U.S.C. § 1692a(5) and a "consumer debt" as that
5 term is defined by Cal. Civil Code § 1788.2(f).

6 9. Sometime thereafter, on a date unknown to Plaintiff, the alleged debt was
7 consigned, placed or otherwise transferred to Defendant for collection from Plaintiff.

8 10. Thereafter, Defendant sent a collection letter (Exhibit "1") to Plaintiff which
9 is a "communication" in an attempt to collect a debt as that term is defined by 15 U.S.C. § 1692a(2).

10 11. A true and accurate copy of the first collection letter from Defendant to
11 Plaintiff is attached hereto, marked Exhibit "1," and by this reference is incorporated herein.

12 12. The first collection letter (Exhibit "1") is dated February 15, 2007.

13 13. The first collection letter (Exhibit "1") was sent in an envelope on which a
14 postage meter stamp dated February 19, 2007, was imprinted.

15 14. Plaintiff is informed and believes, and thereon alleges that Defendant
16 deposited the envelope containing the first collection letter (Exhibit "1") in the United States Mail
17 on or about February 19, 2007.

18 15. Plaintiff received the envelope containing the first collection letter (Exhibit
19 "1") from Defendant on or after February 21, 2007.

20 16. Thereafter, Defendant sent a second collection letter (Exhibit "2") to Plaintiff
21 which is a "communication" in an attempt to collect a debt as that term is defined by 15 U.S.C. §
22 1692a(2).

23 17. A true and accurate copy of the second collection letter from Defendant to
24 Plaintiff is attached hereto, marked Exhibit "2," and by this reference is incorporated herein.

25 18. The second collection letter (Exhibit "2") is dated April 3, 2007.

26 19. The second collection letter (Exhibit "2") was sent in an envelope on which
27 a postage meter stamp dated April 5, 2007, was imprinted.

28 20. Plaintiff is informed and believes, and thereon alleges that Defendant

1 deposited the envelope containing the second collection letter (Exhibit "1") in the United States Mail
2 on or about April 5, 2007.

3 21. Plaintiff received the envelope containing the second collection letter (Exhibit
4 "2") from Defendant on or after April 7, 2007.

5 22. On or about April 25, 2007, Plaintiff mailed a letter to Defendant which
6 stated: "please be advised that I dispute this debt and refuse to pay."

7 23. A true and accurate copy of Plaintiff's letter disputing the alleged debt and
8 refusing to pay the alleged debt is attached hereto, marked Exhibit "3," and by this reference is
9 incorporated herein.

10 24. Defendant received Plaintiff's letter disputing the alleged debt and refusing
11 to pay the alleged debt (Exhibit "3") on or about April 28, 2007.

12 25. A true and accurate copy of the USPS Tracking Report and Certified Mail
13 Return Receipt evidencing Defendant's receipt of Plaintiff's letter disputing the alleged debt and
14 refusing to pay the alleged debt (Exhibit "3") is attached hereto, marked Exhibit "4," and by this
15 reference is incorporated herein.

16 26. After receiving Plaintiff's letter notifying Defendant of her refusal to pay the
17 alleged debt (Exhibit "3"), Defendant continued to communicate with Plaintiff in an attempt to
18 collect the alleged debt.

19 27. Thereafter, Defendant sent a third collection letter (Exhibit "5") to Plaintiff
20 which is a "communication" in an attempt to collect a debt as that term is defined by 15 U.S.C. §
21 1692a(2).

22 28. A true and accurate copy of the third collection letter from Defendant to
23 Plaintiff is attached hereto, marked Exhibit "5," and by this reference is incorporated herein.

24 29. The third collection letter (Exhibit "5") is dated June 1, 2007.

25 30. The third collection letter (Exhibit "5") was sent in an envelope on which a
26 postage meter stamp dated June 5, 2007, was imprinted.

27 31. Plaintiff is informed and believes, and thereon alleges that Defendant
28 deposited the envelope containing the third collection letter (Exhibit "5") in the United States Mail

1 on or about June 5, 2007.

2 32. Plaintiff received the envelope containing the third collection letter (Exhibit
3 "5") from Defendant on or after June 5, 2007.

4 33. Thereafter, Defendant sent a fourth collection letter (Exhibit "6") to Plaintiff
5 which is a "communication" in an attempt to collect a debt as that term is defined by 15 U.S.C. §
6 1692a(2).

7 34. A true and accurate copy of the fourth collection letter from Defendant to
8 Plaintiff is attached hereto, marked Exhibit "6," and by this reference is incorporated herein.

9 35. The fourth collection letter (Exhibit "6") is dated July 3, 2007.

10 36. The fourth collection letter (Exhibit "6") was sent in an envelope on which
11 a postage meter stamp dated July 9, 2007, was imprinted.

12 37. Plaintiff is informed and believes, and thereon alleges that Defendant
13 deposited the envelope containing the fourth collection letter (Exhibit "6") in the United States Mail
14 on or about July 9, 2007.

15 38. Plaintiff received the envelope containing the fourth collection letter (Exhibit
16 "6") from Defendant on or after July 11, 2007.

17 39. The fifth collection letter (Exhibit "7") is dated July 31, 2007.

18 40. The fifth collection letter (Exhibit "7") was sent in an envelope on which a
19 postage meter stamp dated August 1, 2007, was imprinted.

20 41. Plaintiff is informed and believes, and thereon alleges that Defendant
21 deposited the envelope containing the fifth collection letter (Exhibit "7") in the United States Mail
22 on or about August 1, 2007.

23 42. Plaintiff received the envelope containing the fifth collection letter (Exhibit
24 "7") from Defendant on or after August 3, 2007.

25 **VII. CLAIMS**

26 **FAIR DEBT COLLECTION PRACTICES ACT**

27 43. Plaintiff brings the first claim for relief against Defendant under the Federal
28 Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692.

1 44. Plaintiff repeats, realleges and incorporates by reference paragraphs 1 through
2 42 above.

3 45. Plaintiff is a "consumer" as that term is defined by the FDCPA, 15 U.S.C. §
4 1692a(3).

5 46. Defendant, ALLIANCEONE, is a "debt collector" as that term is defined by
6 the FDCPA, 15 U.S.C. § 1692a(6).

7 47. The financial obligation allegedly owed to Citibank by Plaintiff is a "debt"
8 as that term is defined by the FDCPA, 15 U.S.C. § 1692a(5).

9 48. Defendant has violated the FDCPA in the following respects:

10 a. Defendant continued to communicate with Plaintiff in an attempt to
11 collect the alleged debt after receiving a written notification that
12 Plaintiff refused to pay the debt being collected, in violation of 15
13 U.S.C. § 1692c(c).

14 49. Defendant's acts as described above were done intentionally with the purpose
15 of coercing Plaintiff to pay the alleged debt.

16 50. As a result of Defendant's violations of the FDCPA, Plaintiff is entitled to an
17 award of statutory damages, costs and reasonable attorneys fees, pursuant to 15 U.S.C. § 1692k.

18 **ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT**

19 51. Plaintiff brings the second claim for relief against Defendant under the
20 Rosenthal Fair Debt Collection Practices Act ("RFDCPA"), California Civil Code §§ 1788-1788.33.

21 52. Plaintiff repeats, realleges and incorporates by reference paragraphs 1 through
22 50 above.

23 53. Plaintiff is a "debtor" as that term is defined by the RFDCPA, Cal. Civil Code
24 § 1788.2(h).

25 54. Defendant, ALLIANCEONE, is a "debt collector" as that term is defined by
26 the RFDCPA, Cal. Civil Code § 1788.2(c).

27 55. The financial obligation alleged to be owed to Citibank by Plaintiff is a
28 "consumer debt" as that term is defined by the RFDCPA, Cal. Civil Code § 1788.2(f).

56. Defendant have violated the RFDCPA in the following respects:

a. Defendant continued to communicate with Plaintiff in an attempt to collect the alleged debt after receiving a written notification that Plaintiff refused to pay the debt being collected, in violation of 15 U.S.C. § 1692c(c), as incorporated by Cal. Civil Code § 1788.17.

57. Defendant's acts as described above were done willfully and knowingly with the purpose of coercing Plaintiff to pay the alleged debt, within the meaning of Cal. Civil Code § 1788.30(b).

58. As a result of Defendant's willful and knowing violations of the RFDCPA, Plaintiff is entitled to an award of a statutory penalty in an amount not less than one hundred dollars (\$100) nor greater than one thousand dollars (\$1,000), pursuant to Cal. Civil Code § 1788.30(b).

59. As a result of Defendant's violations of the RFDCPA, Plaintiff is entitled to an award of statutory damages pursuant to 15 U.S.C. § 1692k(a)(2)(A), as incorporated by Cal. Civil Code § 1788.17.

60. As a result of Defendant's violations of the RFDCPA, Plaintiff is entitled to an award of her reasonable attorney's fees and costs pursuant to Cal. Civil Code § 1788.30(c) and 15 U.S.C. § 1692k(a)(3), as incorporated by Cal. Civil Code § 1788.17.

61. Pursuant to Cal. Civil Code § 1788.32, the remedies provided under the RFDCPA are intended to be cumulative and in addition to any other procedures, rights or remedies that the Plaintiff may have under any other provision of law.

VIII. REQUEST FOR RELIEF


Plaintiff requests that this Court:

- a. Assume jurisdiction in this proceeding;
- b. Declare that Defendant violated the Fair Debt Collection Practices Act, 15 U.S.C. § 1692c(c);
- c. Declare that Defendant violated the Rosenthal Fair Debt Collection Practices Act, Cal. Civil Code § 1788.17;
- d. Award Plaintiff statutory damages in an amount not exceeding \$1,000 pursuant to

1 15 U.S.C. § 1692k(a)(2)(A);


- 2 e. Award Plaintiff a statutory penalty in an amount not less than \$100 nor greater than
3 \$1,000 pursuant to Cal. Civil Code § 1788.30(b);
4 f. Award Plaintiff statutory damages in an amount not exceeding \$1,000 pursuant to
5 15 U.S.C. § 1692k(a)(2)(A), as incorporated by Cal. Civil Code § 1788.17;
6 g. Award Plaintiff the costs of this action and reasonable attorneys fees pursuant to 15
7 U.S.C. § 1692k(a)(3) and Cal. Civil Code §§ 1788.17 and 1788.30(c); and
8 h. Award Plaintiff such other and further relief as may be just and proper.

9
10 CONSUMER LAW CENTER, INC.

11 By: /s/ Fred W. Schwinn 
12 Fred W. Schwinn, Esq.
13 Attorney for Plaintiff
14 JENNIFER LEIGH REED

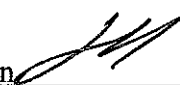
15 **CERTIFICATION PURSUANT TO CIVIL L.R. 3-16**

16 Pursuant to Civil L.R. 3-16, the undersigned certifies that as of this date, other than the
17 named parties, there is no such interest to report.

18 /s/ Fred W. Schwinn 
19 Fred W. Schwinn, Esq.

20 **DEMAND FOR JURY TRIAL**

21 PLEASE TAKE NOTICE that Plaintiff, JENNIFER LEIGH REED, hereby demands a trial
22 by jury of all triable issues of fact in the above-captioned case.

23 /s/ Fred W. Schwinn 
24 Fred W. Schwinn, Esq.

↑ Please send all correspondence to the above address

Client : CITIBANK

Amount Paid: \$

**P.O. BOX 510477
LIVONIA MI 48151-6477
RETURN SERVICE REQUESTED**

S-SDAMFC10 L-001 A-DLA986 O-001
P08T0C00700420 100423

JENNIFER L REED
4920 HARMONY WAY
SAN JOSE CA 95130-1819

19 JUL 1974

五、

[illegible]

100-100000

1870

↑ Please send all correspondence to the above address

Amount Paid: \$

--	--	--	--	--	--	--

P.O. BOX 510477
LIVONIA MI 48151-8477
RETURN SERVICE REQUESTED

S-SDAMFC10 L-059 A-DLA986 O-001
P08MYF00317039117040

JENNIFER L REED
4920 HARMONY WAY
SAN JOSE CA 95130-1819

**PRESORTED
FIRST CLASS**

DATA-PAC MAN

US POSTAGE
PAID

APR 05 2007
ZIP 48068
0801 1051981

REFUSE TO PAY LETTER

April 25, 2007

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7005-3110-0000-4788-4091

Alliance One Receivables Management, Inc.
1160 Centre Pointe Drive
Suite #1
Mendota Heights, MN 55120

Re: Creditor: Citibank
Reference No.: 5424-1807-9158-2874

Dear Sir or Madam:

I have enclosed a copy of the last collection letter that you sent to me.

In this regard, please be advised that I dispute this debt and refuse to pay.

PLEASE MARK YOUR FILES ACCORDINGLY.

Trusting in your good offices, I remain . . .

Very Truly Yours,

Jennifer Reed
4920 Harmony Way
San Jose, CA 95130-1819



7005 3110 0000 4788 4091

U.S. Postal Service TM	
CERTIFIED MAILTM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	\$
Return Receipt Fee (Endorsement Required)	\$
Restricted Delivery Fee (Endorsement Required)	\$
Total Postage & Fees	\$
Postmark Here	
Sent to: Alliance One Receivables Management	
Street, Apt. No., or PO Box No.: 1160 Centre Pointe Drive #1	
City, State, ZIP+4: Mendota Heights, MN 55120	
PS Form 3800, June 2002	
See Reverse for Instructions	

↑ Please send all correspondence to the above address.

Client : Citibank (South Dakota) NA

Amount Paid: \$



[Home](#) | [Help](#) | [Sign In](#)

[Track & Confirm](#) [FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: 7005 3110 0000 4788 4091

Detailed Results:

- Delivered, April 28, 2007, 10:53 am, SAINT PAUL, MN 55121
- Arrival at Unit, April 28, 2007, 10:01 am, SAINT PAUL, MN 55121
- Acceptance, April 25, 2007, 4:00 pm, SAN JOSE, CA 95113

[< Back](#)

[Return to USPS.com Home >](#)

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

POSTAL INSPECTORS
Preserving the Trust

[site map](#)

[contact us](#)

[government services](#)

[jobs](#)

[National & Premier Accounts](#)

Copyright © 1999-2004 USPS. All Rights Reserved. [Terms of Use](#) [Privacy Policy](#)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Alliance One Receivables
1160 Centre Pointe Drive
Suite #1
Mendota Heights, MN
55120

2. Article Number

(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

B. Received by (Printed Name)

Addressee

C. Date of Delivery
4-28-07

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

EXHIBIT

4

↑ Please send all correspondence to the above address.

--	--	--	--	--	--	--



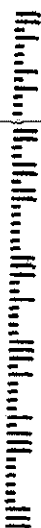
P.O. BOX 510477
LIVONIA MI 48151-6477
RETURN SERVICE REQUESTED

S-SDAMFC10 L-030 A-DLA986 O-001
POASLF00213557 113558

JENNIFER L REED
4920 HARMONY WAY
SAN JOSE CA 95130-1819



EALWSA1 95130



PRESORTED
FIRST CLASS



US POSTAGE \$00.34¹
JUN 05 2007
ZIP 77002
0801 1051992

↑ Please send all correspondence to the above address

Client : Citibank (South Dakota) NA

AllianceOne Receivables Management, Inc.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

✂ Detach Bottom Portion And Return With Payment ✂



P.O. BOX 510477
LIVONIA MI 48151-6477
RETURN SERVICE REQUESTED

↑ Mail return address only; send no letters

S-SDAMFC10 L-018 A-DLA918 O-001
P0BF9300416332 I16333

JENNIFER REED
4920 HARMONY WAY
SAN JOSE CA 95130-1819



To contact us regarding your account, call:
1-800-279-3480

AllianceOne
Receivables Management, Inc.

Regarding		
Citibank (South Dakota) NA		
Client Reference Number	Account Number	Amount
5424180403916056	DLA918	\$ 9354.70



CITICORP CREDIT SERVICES, INC. (USA)
ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 21882
EAGAN MN 55121-0882



Evening Phone #

↑ Please make check or money order payable to:

Amount Paid: \$

[illegible]

[illegible]

DATA-PAD  **US POSTAGE** **\$00.34**

 JUL 09 2007
 ZIP 77002
 0801 1051994

[Illegible text]

↑ Please send all correspondence to the above address

--	--	--	--	--	--	--

P.O. BOX 510477

LIVONIA MI 48151-6477

RETURN SERVICE REQUESTED

Mail return address only; send no letters

S-SDAMFC10 L-077 A-DLA986 O-001
POC0F200217268 117270

JENNIFER L REED
4920 HARMONY WAY
SAN JOSE CA 95130-1819

|||||

***08/02/2007 ROYAL POSTAGE \$66.34

PRESORTED
FIRST-CLASS

DATA FAC

POSTNET

AUG 01 2007
ZIP 48098
0801 1051961

FAYZSA1 95130

|||||